

The Honorable John H. Chun

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; and AMAZON.COM SERVICES LLC, a Delaware limited liability company,

## Plaintiffs,

V.

YAN LI, an individual; and XIWEI CHEN, an individual; and DOES 1-10,

## Defendants.

No. 2:23-cv-00486-JHC

**DECLARATION OF ONG QIU YI IN  
SUPPORT OF PLAINTIFFS' *EX PARTE*  
MOTION FOR DEFAULT JUDGMENT,  
AND PERMANENT INJUNCTION  
AGAINST DEFENDANTS**

I, Ong Qiu Yi, declare as follows:

1. I am over the age of 18 and competent to testify to the matters stated herein. I have been employed by Amazon.com, Inc. (“Amazon”), or its subsidiaries, since 2017. I have personal knowledge of the facts in this declaration or have acquired this knowledge through my review of records kept in the regular course of business. The statements made below are true to the best of my knowledge and belief. I make them in support of Plaintiffs’ *Ex Parte* Motion for Default Judgment, and Permanent Injunction against Defendants Yan Li and Xiwei Chen.

2. My current role is Senior Risk Manager for the Amazon Counterfeit Crimes Unit where I am responsible for investigating bad actors suspected of selling counterfeit products in the Amazon's stores. Before this role, I was a Senior Risk Manager for Customer Brand Protection. The Amazon Counterfeit Crimes Unit is a global team dedicated to pursuing bad

1 actors and holding them accountable to the fullest extent of the law, including by referring them  
 2 to law enforcement and by pursuing civil lawsuits.

3       3.     Amazon has developed a suite of intellectual property-protection mechanisms for  
 4 rightsholders to submit requests for the removal of content that the rightsholders believe violates  
 5 their intellectual property rights. One of Amazon's intellectual property-protection services is  
 6 Amazon Brand Registry, which provides brands who enroll with access to advanced capabilities  
 7 to find and report copyright and trademark infringement violations in the Amazon.com store (the  
 8 "Amazon Store.") Amazon also invests heavily to protect its third-party selling partners and to  
 9 ensure that Amazon's intellectual property-protection measures are not abused by bad actors, so  
 10 that listings of non-infringing products remain active and available for purchase by Amazon  
 11 customers.

12       4.     In order to create an Amazon Brand Registry account, rightsholders must  
 13 demonstrate that they have an active trademark registration or, in some circumstances, a pending  
 14 trademark application, with an eligible government trademark office, including without  
 15 limitation the United States Patent and Trademark Office ("USPTO") and the European Union  
 16 Intellectual Property Office ("EUIPO"). Amazon's records reflect that on or about August 13,  
 17 2021, an Amazon Brand Registry account that bore the unique account number 1410247, was  
 18 created through submission of the EUIPO trademark registration for the mark "Vivcic"<sup>1</sup> (the  
 19 "Vivcic Brand Registry Account").

20       5.     While an applicant for an Amazon Brand Registry account is not required to own  
 21 or operate a selling account in the Amazon Store, a selling account owner can link their Brand  
 22 Registry account to their selling account. Amazon's subsequent investigation revealed that the  
 23 operators of the Cunq Ylo selling account ("Cunq Ylo Selling Account") had linked that Selling  
 24 Account to the Vivcic Brand Registry Account when they opened the Vivcic Brand Registry  
 25 Account.

26  
 27       <sup>1</sup> EUIPO trademark filing number 018292374.

1       6.     Amazon's investigation revealed that the Vivcic Brand Registry Account  
 2 submitted at least 59 fraudulent notices of copyright infringement between the dates of August  
 3 17, 2021 and September 14, 2021. Amazon initially accepted at least five of the Vivcic Brand  
 4 Registry Account's fraudulent notices of copyright infringement.

5       7.     In reliance on Defendants' fraudulent notices of infringement, Amazon  
 6 expeditiously acted and temporarily removed content from product listings Defendants identified  
 7 in their complaints.<sup>2</sup> Defendants' fraudulent notices of infringement harmed Amazon because  
 8 they abused Amazon's notice-and-takedown procedures by asserting false assertions of  
 9 infringement, in order to temporarily remove product listings in the Amazon Store.

10      8.     Specifically, Defendants' deceptive conduct caused Amazon to spend numerous  
 11 hours of employee time investigating and attempting to remediate the harm from Defendants'  
 12 scheme. When Amazon becomes aware of fraudulent notices of infringement, it takes steps to  
 13 remediate the harm (including by identifying and reversing any enforcement actions taken based  
 14 on the fraudulent removal requests, such as restoring content and listings), and also takes  
 15 enforcement action against bad actors operating the Amazon Brand Registry Accounts who  
 16 submitted such false notices. These actions are necessary to maintain the integrity of Amazon's  
 17 stores.

18      9.     Although Amazon has not quantified the time it has taken Amazon to investigate  
 19 and take remedial and enforcement action related to Defendants' illicit scheme, Amazon's  
 20 expenditure of employee time and therefore monetary resources has been substantial.

21      10.    In addition, Defendants' conduct has harmed, and will continue to harm if it  
 22 persists, Amazon's reputation, goodwill, and the trust Amazon has earned with brand owners,  
 23 customers, and selling partners. Fraudulent takedown notices result in non-infringing listings and  
 24 content being removed from the Amazon Store, harming selling partners and customers who are,  
 25 at least temporarily, unable to sell or buy the products in such listings. Fraudulent takedowns  
 26 thus may cause selling partners and customers to lose confidence in the Amazon Store, making

27      <sup>2</sup> Amazon restored the product listings after determining that the notices of infringement were false.

1 them less likely to do business with Amazon in the future. Further, when Amazon's notice and  
2 takedown system is abused by bad actors removing non-infringing listings, Amazon's resources  
3 are diverted from addressing actual infringing listings.

4 11. In sum, Defendants' illicit conduct has inflicted harm on Amazon's brand,  
5 goodwill, reputation, and relationships with customers and selling partners. Such harm is  
6 significant, but hard to calculate or quantify.

7

8 I declare under penalty of perjury under the laws of the United States that the foregoing is  
9 true and correct.

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11 EXECUTED this 19<sup>th</sup> day of September, 2024 in Singapore.

12   
13 ONG QIU YI

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